

Serial No. **10/061,364**

Docket No. **CIT/K-0138**

Amdt. dated April 26, 2007

Reply to Office Action of December 29, 2006

REMARKS/ARGUMENTS

Claims 1, 2, 5, 6, 9, 11, 13, and 21-22 are pending. By this Amendment, claims 1, 5, 11, and 13 are amended, claims 10, 12, and 14-20 are canceled without prejudice or disclaimer, and claims 21-22 are added. No new matter is added. Support for the claims can be found throughout the specification, including the original claims, and the drawings. Reconsideration in view of the above amendments and following remarks is respectfully requested.

The Office Action rejected claims 15, 16, 18, and 20 under 35 U.S.C. §112, second paragraph. These claims have been canceled, and thus, the rejection is moot.

The Office Action rejected claims 1, 2, 5, 6, 9-13, 15, 16, 18, and 20 under 35 U.S.C. §103(a) over Sims III, U.S. Patent No. 6,550,011, in view of Gruse, U.S. Patent No. 6,398,245 and further in view of Ansell, U.S. Patent No. 6,367,019. Claims 10, 12, 15-16, 18, and 20 have been canceled, and thus, this rejection is moot with respect to these claims. The rejection is respectfully traversed with respect to the remaining claims. Further, the Office Action rejected claims 14, 17 and 19 under 35 U.S.C. §103(a) over Sims, in view of Gruse and Ansell and further in view of Kawai, U.S. Patent No. 6,678,464. These claims have been canceled, and thus, the rejection is moot. However, this rejection is traversed in so far as it applies to the remaining claims.

Independent claim 1 has been amended to recite, *inter alia*, (f) encrypting said watermark-added media data set with said decrypted media key and encrypting said decrypted media key

with said public key of compliant device, and passing said encrypted watermark-added media data set and said encrypted media key to a recording device; or (g) performing a compliance test with a displaying device and if said compliance test is successful, passing said watermark-added media data set and said decrypted media key to said displaying device. Independent claim 5 has been amended to recite, *inter alia*, (f) performing a compliance test through an authentication handshake process between said compliant device and a displaying device; and (g) transferring said watermark-added media data set to said displaying device only if said displaying device passes said test. Independent claim 11 has been amended to recite, *inter alia*, outputting said media data set to which the device information is added, to an external device, wherein said outputting comprises (e) if said external device is a recording device, encrypting said media data set with said decrypted media key prior to said outputting, and if said external device is a displaying device, performing a compliance test with said displaying device prior to said outputting. The applied references, taken alone or in combination, fail to disclose or suggest such features, or the respective claimed combinations of independent claims 1, 5, and 11.

That is, according to certain embodiments disclosed in the present application, the copy protection method applied to a media data set is determined by whether an external device to which the media data set is transferred is a recording device or a displaying device. If the external device is a recording device, the media data set is encrypted and transferred to the displaying device. On the other hand, if the external device is a displaying device, the media data

set is not encrypted. Instead, a compliance test is performed between the compliant device and the external device. The above features are described, for example, in paragraphs [0028] to [0030] of the present application.

In the Office Action, the Examiner admits that “Sims III does not teach a player identification or owner information based in watermark data.” The Examiner then asserts that Gruse and Ansell teach these features and concludes that “[i]t would have been obvious to one of ordinary skill in the art to use the player identification in a watermark because it further discourages copyright violation,” with respect to Gruse, and “[i]t would have been obvious to one of ordinary skill in the art to include the end user player functionality because the system allows the user to share legally owned music securely,” with respect to Ansell. Further, the Examiner admits that Sims III, Gruse, and Ansell do “not teach performing a compliant test when the media is passed to a recording device.” The Examiner then argues that Kawai teaches these features.

However, regarding Ansell, the Examiner alleged that “Ansell teaches performing a compliance test depending on device type (no compliance test if transferred via removable storage medium).” It is respectfully submitted that Ansell does not disclose or teach that the compliance test is performed or not according to whether an external device is a recording device or a displaying device. Further, the device type of Ansell is classified by removability of storage medium not by whether a device is a displaying device or a recording device.

Further, regarding Kawai, the Examiner alleged that “Kawai teaches that protected information may be sent to a recording device where a compliance test is not performed.” However, Kawai is about copy protection method(s) according to whether a recording device is present on a network or not, and does not describe that the media data set may be passed to a recording device without a compliance test.

Thus, it is respectfully submitted that the Sims, Gruse, Ansell and Kawai, taken alone or in combination, fail to disclose or suggest all of the claimed features of claimed independent claims 1, 5, and 11. Further, Sims, Gruse, Ansell, and Kawai, taken alone or in combination, fail to disclose or suggest the respective claimed combinations of independent claims 1, 5, and 11.

Accordingly, the rejection of independent claims 1, 5, and 11 over Sims, Gruse, and Ansell (and Kawai) should be withdrawn. Dependent claims 2, 6, 9, and 13, as well as added claims 21-22, are allowable over the applied references at least for the reasons discussed above with respect to independent claims 1, 5, and 11, from which they respectively depend, as well as for their added features.

CONCLUSION

In view of the foregoing amendments and remarks, it is respectfully submitted that the application is in condition for allowance. Favorable consideration and prompt allowance are earnestly solicited.

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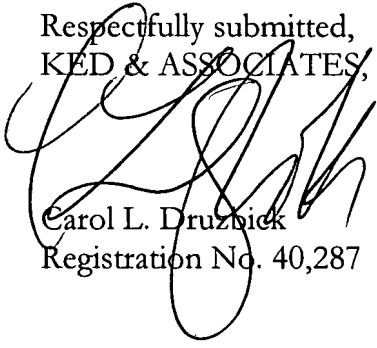
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If the Examiner believes that any additional changes would place the application in better condition for allowance, the Examiner is invited to contact the undersigned attorney at the telephone number listed below.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this, concurrent and future replies, including extension of time fees, to Deposit Account 16-0607 and please credit any excess fees to such deposit account.

Respectfully submitted,
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